

EXHIBIT 'A'

Sanjay Chaubey, Esq. [SC-3241]
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New York, NY 10118
Phone: (212) 563-3223

*Attorney for Plaintiff
Gateway Overseas Inc.*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....X

GATEWAY OVERSEAS INC.,

05 Civ. 4260 (GBD)

Plaintiff,

**AFFIDAVIT OF PLAINTIFF
IN OPPOSITION TO
DEFENDANT'S CROSS-
MOTION TO DISMISS
AND IN SUPPORT OF
PLAINTIFF'S (REPLY)
MOTION FOR
PRELIMINARY
INJUNCTION**

against

**NISHAT (CHUNIAN) LIMITED AND GORDON
EAST,**

Defendants.

.....X

I, Madhusudan Wagh, Director of the plaintiff Gateway Overseas Inc., being duly sworn and depose as under:

1. I am the Director of the plaintiff corporation and as such fully aware of the facts and circumstances of this action and competent to affirm this affidavit.

2. I am making this affidavit in opposition to Defendant's cross motion to dismiss and in support of Plaintiff's (reply) motion seeking preliminary injunction.
3. I have received and reviewed the declarations made by Gordon East, Mian Muhammad Mansha, Shahzad Saleem and Salman Akram Raja. Following are the responses to the contents of respective declarations of the aforesaid persons:
 - a. Responses to declaration of Gordon East:
 1. Contents of paragraph 1 of the declaration are wrong and denied.
 2. Contents of paragraph 2 of the declaration are wrong and denied and it is further stated that Gordon East did not had the job of "buyer" rather he was a **"Processor"** and Gordon East did not had any authority to purchase.
 3. In response to paragraph 3, 4 and 5, it is not denied by the Plaintiff that it did not bring Defendant to West Point Stevens initially. The statements made by and on behalf of Defendant clearly shows that Defendant had attempted to gain entry in the business of West Point Stevens through at least two other agents without any success before appointing Plaintiff and succeeding in its pursuit.
 4. Contents of paragraph 6 are wrong and denied to the extent that no visit as described was made by the West Point Stevens delegation. However, Defendant Shahzad did visit New York and visited other customers with me. Nonetheless, first and real order in the amount of \$651,798.81 (vide

P.O. Number 463,399) was procured by Plaintiff for Defendant on or around August 2000, after their appointment as representative/agents.

5. In response to paragraph 7 of the declaration, it is stated that it's admission by Gordon East as acceptance of Plaintiff as Defendant's lawful agent/representative.

6. In response to paragraph 8 to paragraph 11 of the declaration, it is stated that rather it was Mr. East who persuaded Plaintiff for a job because he was fed up working with West Point Stevens. After joining everyday Mr. East conveyed how happy he was to work for the Plaintiff. Mr. East's comments in paragraph 11 are contradictory to his emails dated July 11, 2000 (See attached as Exhibit 'A') assuring Plaintiff that he has no desire to work elsewhere and even lured to take up the job by stating that *"one year is a gentlemen's agreement and I will honor it as you said you would. If at the end of that year you are pleased and it has working to the benefit of gateway and me, then we will continue – that's guarantee. I want to make money and I want to enjoy what I do. I have no desire to go elsewhere. I did however advise you that there are certain technical trainings (marine) that I want to pursue as a back up to this. You can be assured that there will be no competitors if this works well for us, there will be a long business relationship. One lasting until we both retire, – Gordon."*

7. In response to paragraph 12 and 13, it is stated that acts and conduct described by Gordon East itself demonstrates breach of duty of loyalty as

employee of Plaintiff. I further state that Gordon East persuaded Defendant to breach the contract with Plaintiff and become the direct representative by passing the Plaintiff Corporation.

8. In response to contents of paragraph 14 to 19, it is stated that the contents are wrong and misleading as such denied by the responding Plaintiff. In addition, it is stated that Defendant 2 and 1 are in collusion to maintain separate and joint identities as suiting to their requirements. Statements contradictory to the contents of paragraph are attached as Exhibit 'B' collectively where a reputed industry journal Home Textile Today provides news report stating that ***"Nishat (Chunian) Limited, has opened a marketing office in South Carolina to boost US business, which amounts to \$61 million in 2004, adding capacity."*** Further the other organization also reflects Mr. East as representative of Defendant Nishat Chunian Limited with an office at 201 S. Craggmore Drive, Salem, SC 29676. I further believe that Nishat Chunian Marketing, Inc. is totally funded by Defendant no. 1. It is operated for sole benefit of Defendant no. 1. It shares name, business and reputation of Defendant No. 1. Hence, I strongly believe that Nishat Chunian Marketing, Inc. is merely an extension of Defendant no. 1 and shall not survive without Nishat Chunian Limited.
9. In response to contents of paragraph 20 and 21, I state that it is a legal submission and the Honorable Court will make a decision based on documents and evidence supplied by the parties.

b. Responses to declaration of Mian Muhammad Mansha:

1. I state that contents of paragraph 1, 2 and 3 are denied for the lack of sufficient knowledge or information to form a belief. However, it is categorically pointed out that the brochure of Nishat Group totally contradicts Mr. Mansha's statements that Nishat Chinian Limited has nothing to do with it rather in its brochure it claims ownership of Nishat Chinian Limited. Copy of the brochure is annexed hereto as **Exhibit 'C'** to this affidavit.
2. In response to paragraph 4 of the declaration, statements contained in my affidavit in support of my motion seeking preliminary injunction are reiterated.
3. In response to paragraph 5 of the declaration, it is stated that the contents of paragraph 5 of my affidavit in support of my motion seeking preliminary injunction are reiterated.

c. Responses to declaration of Shahzad Saleem:

1. I state that contents of paragraph 1 to 4 are denied for the lack of sufficient knowledge or information to form a belief.
2. In response to paragraph 5 to 7, it is stated that they are mere statements of Mr. Saleem showing how desperately he was trying to enter business with West Point Stevens and was not succeeding before he was represented by the Plaintiff to procure orders.

3. In response to paragraph 8 to 13, it is stated that Mr. Saleem has admitted entering into a Representation Agreement for Commission dated February 28, 2000 which is attached as **Exhibit 'D'** to this affidavit clearly states the term of appointment limited to 3% commission on each and every order provided by buyer's introduced by Plaintiff. The only other fact it states that this agreement will be governed by the laws of the State of New York, U.S.A. Rest of the contents pertaining to exclusive representation is neither in the agreement nor agreed upon the parties herein.
4. In response to contents of paragraph 14 through 17, I state that contents are wrong and denied. The Representation Agreement as stated above is the last and the final agreement between the parties in writing and all following agreements as stated by Mr. Saleem are wrong and denied. No amendment was made in writing or verbally thereafter.
5. In response to paragraph 18 through 21, it is stated that Mr. Shahzad Saleem has expressed his understanding and perception about the alleged breached by Plaintiff in representing other greige manufacturers to West Point Stevens, which is neither just nor fair as it was nowhere in the agreement between the parties. Nonetheless, it shows unilateral and unjustified termination of agreement by Defendant and same as been admitted fact in the affidavit of Mr. Shahzad Saleem. I further state that in paragraph 20 categorically Mr. Saleem has admitted unlawful interference with the employees of the Plaintiff in alluring them to breach Employment Contract with the Plaintiff. However, about forming a company in the

name of Nishat Chunian Marketing Company, Inc. I have already attached Exhibit C showing a collusive entity formed by Defendants to protect themselves in similar situations, which are not true and correct.

6. Contents of paragraph 22 are unconditional and unequivocal admission of service of Summons and Complaint on the Defendant No. 1.
7. Contents of paragraph 23 through 25 needs no response.
8. In response to paragraph 26 through 28, these are mere denials by Mr. Saleem with no evidence in support as such needs no comments by me and I reiterate my statements in paragraph 6 of my affidavit in support of my motion seeking preliminary injunction.

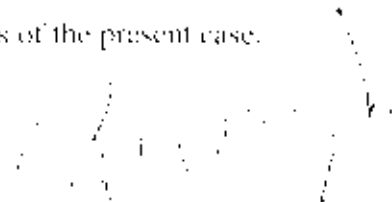
d. Responses to declaration of Salman Akram Raja:

1. Contents of paragraph 1 through 3 are denied for the lack of sufficient knowledge or information to form a belief.
2. In paragraph 4 of the declaration, Mr. Akram Raja states that process does not confirm with the law of Pakistan. Firstly, the service has to be in conformity with the Federal Rules of Civil Procedure as applicable in the State of New York rather than laws of Pakistan. Secondly, I am not an expert on Pakistani law and as such not competent to comment on the legal issue.

In view of the aforesaid facts and circumstances I request the Honorable Court to grant the relief as requested as following:

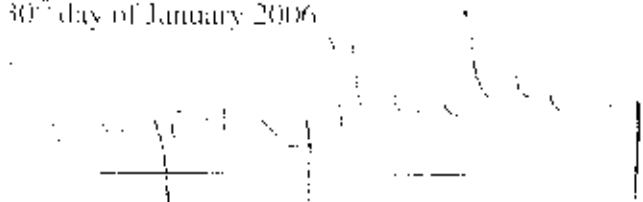
- a. Grant the Plaintiff's Motion in all respects.
- b. Deny in entirety Defendant's Cross Motion to Dismiss.
- c. Award cost and disbursement of this motion to the Plaintiff.
- d. Pass any such other order or relief as the Honorable Court may deem fit and proper under the circumstances of the present case.

Dated: January 30, 2006
New York, New York



Madhusudan Wagh

Sworn to before me this
30th day of January 2006



Notary Public

Sanjay Chhabra /
Notary Public for New York
State No. 637
in Westchester County
Commission Expires May 08, 2011

EXHIBIT 'A'

Reference

Subject: Re: Fw: Working for Gateway
Date: Thu, 11 Jul 2002 05:55:43 -0400
From: Gordon <gordon@carol.net>
To: <RWaggh@aol.com>

Madhu, the one year is a gentleman's agreement and I'll honor it as you said you would. If at the end of that year you are pleased and it has worked to the benefit of Gateway and me, then we will continue-that's a guarantee. I want to make money and I want to enjoy what I do. I have no desire to go elsewhere. I did however advise you that there are certain technical trainings (manne) that I want to pursue as a back-up to this. You can be assured that there will be no competitors. If this works well for us, there will be a long business relationship. One lasting until we both retire

Gordon

----- Original Message -----

From: RWaggh@aol.com
To: gordon@carol.net
Sent: Wednesday, July 10, 2002 10:10 PM
Subject: Fwd: Fw: Working for Gateway

Hi Gordon: 7/10/02

Today I told confidentially Greg Tarver about your joining us.

However, Bill told me yesterday that he had told Angela, Rick, Andy, Sami, etc that you will be working for Gateway. I think "Cat is out of the bag". He said that I should not make any announcements. Let you blend in WPS without any announcements. I want you to know this.

Gordon, in our last conversation you said that you will stay with Gateway for one year. I told you that this is fine. However, after that one year you cannot join any competitors. This is a fair request. Pls confirm. If you leave to join any other business I will understand. However, how can I swallow your joining a competitors. pls assure me that this will not happen

I look forward to your joining us.

Cheers Madhu

Subj: FOR MW: Gordon East
Date: 12/10/02 3:17:44 AM Eastern Standard Time

From: gatewayoverind@spectranet.com (asheesh)
To: RWaggh@aol.com

Subject: Working for Gateway
Date: Tue, 4 Jun 2002 20:18:20 -0400
From: "Gordon" <burdon@carol.net>
To: <RWaggh@aol.com>

Madhu Bill discussed my leaving with Andy, Dave, and Sam today. He has sworn them to secrecy, but did not discuss my joining Gateway to anyone. He wants to keep everything confidential for now, especially Gateway.

I am frustrated that it's taking so long, but as you say—it will be good for the relationship. I want to begin work on a partial time immediately. Bill has given me a projected date of July 15th. I can not wait until then to begin working. For several years now I have worked in evenings and weekends to help you with various projects and have never asked for compensation. It has been and will be my goal to improve and strengthen Gateway without any selfish motives.

We need to get started with work and pay. We agreed to \$105,000 per year-gross plus \$500 monthly to cover medical insurance for me and my family. I will pay Social Security and taxes myself through my private accountant (this is costing me an additional 7.5% of gross salary I had not counted on earlier). Pay and insurance fees should be dispersed once monthly, most preferably at the 1st of each month. Expenses associated with travel, supplies, communications ect. will be filed and reimbursed as deemed necessary and agreeable by you and I as we go. We'll try to keep these minor and reasonable and filed infrequently.

Please review and confirm. I need you to address the compensation issue and date. You've got me working on Bed N Bags, on cut and sew with CDS, with order management highlights, and I'm ready for a bunch more. Let's get both started.

Gordon

EXHIBIT 'B'

Pakistan Keeps Going Despite Restrictions

By Staff

Home Textiles Today -- 3/21/2005

Development of 'Textile Cities' Expected to Spur Trade

Although the post-quota situation for Pakistan's home textiles manufacturers brings opportunity, free trade alone cannot clear some of the obstacles executives in Pakistan see as potentially limiting their growth.

The U.S. State Department's travel advisory against non-essential travel to Pakistan continues to keep away many potential buyers from the United States, mill executives said. So have certain U.S. corporate insurance policies that require a higher premium when their holders travel to countries on the official Travel Warning list.

Article continues after advertisement

Although Pakistan's mill executives travel to meet clients in their U.S. offices or at mid-points such as Dubai, some believe their dealings would be strengthened if customers were able to tour the factories first-hand.

"Exposure is very important," said Iqbal Ebrahim, director of A-Karam Textile Mills Ltd. and Orient Textile Mills Ltd. "Customers need to come and see for themselves."

Some executives anticipate that because of the U.S. government's ties with Pakistan's President Pervez Musharraf in anti-terrorism efforts, travel advisories may be pulled off certain portions of Pakistan later this year — particularly cities such as Karachi and Lahore that are vital to business and trade.

Another issue coming large for manufacturers is Europe's imposition of anti-dumping duties on bed linen from Pakistan. Guo Ahmed flagged the potential impact on business in its annual report for 2004 by noting that textiles face an additional 12 percent duty under Europe's GSP standard on top of 13.1 percent in existing anti-dumping duties.

The tightening access to the European market — which absorbs 19 percent of Pakistan's textiles exports — raises the stakes for market access elsewhere. The U.S. market already takes in 24 percent of Pakistan's textiles exports, making it the country's largest off-shore market.

With competition rising in the East from China, Pakistan has laid plans to invigorate trade in specialized zones.

The country is in the process of developing a 1,250-acre Textile City in the Port Qasim area roughly 25 miles outside Karachi, the first of three such textiles cities on the boards. The other two are scheduled to be developed in Lahore and Faisalabad.

Developed as a public-private partnerships, the cities will serve as exclusive textiles export zones with multiple dyeing and processing units as well as testing laboratories. The idea is to help smaller spinning and/or weaving mills flourish into more vertically aligned operations. Production of finished products is the ultimate goal, as is lifting a large sector of Pakistan's smaller textiles mills out of the low-cost competitive business.

www.henryjacksonsociety.com

The plan for the Karachi Textile City in Port Qasim includes the development of two more container berths with 12.5 meter draft along the berth and the capacity to dock 4,500 TEU's (20-ft. equivalent containers).

For Pakistan's largest mills — many of which have been exporting to the United States for several years — there is some pressure from U.S. customers to establish distribution centers either in Pakistan or in the States, according to Maqsood Sabir, manager of marketing, Yunus Group.

"Before, the customer depended on the importer because the importer had the warehousing. Now, they would like us to handle the warehousing if possible," he said.

Yunus, in the meantime, plans to expand its capacities this year by up to 35 percent in both its processing and cut-and-sew divisions, he said.

For Nishat (Chunian) Ltd., which has opened a U.S. office in South Carolina, the key to propelling growth will be leveraging technologies it has developed for previous products, including anti-bacterial and anti-fungal sheeting. Other innovations include the use of milk, soybean and silver fiber in sheeting fabric.

TOP MANUFACTURERS: PAKISTAN

Company Name	2004 Sales* (millions)
1. Yunus Group	\$350
Vertically integrated textile giant that plans to expand cut-and-sew and processing.	
2. Sapphire	326
Made low-slip fabric two years ago in finishing business to move into the finished goods.	
3. Crescent Group	258
An amalgamation of segments including large textile production and garment business. Recently upgraded IT, inventory planning and CRM (Customer Relationship Management).	
4. Nishat Mills	256
Focusing on low-cost denim, shirting for casual wear. Also investing in new machinery.	
5. Kohinoor Group	173
Expanding off-the-earring business. Finished goods, the group last year focused on improving production efficiency.	
6. Fatima Group	114
Consists of Balochi Weaving Mills and Faral Chini Mills.	
7. Gul Ahmed Textiles Mills	115
Production of bedding and a range of other textiles, company positions itself as a provider of solutions rather than a retail product.	
8. Nishat (Chunian) Limited	112
Opened a marketing office in South Carolina last Oct. U.S. business, which amounted to \$61 million in 2004. Adding capacity.	
9. Afroze Textile Mills	110
Export business of bedding and bath towels worth \$400 million since 1998 to more than \$60 million.	
10. Chenab	105
Vertically integrated bedding producer. Sales grew 40 percent in 2004, thanks to strong demand for high-tech textiles business.	
11. Bismillah	80
Has been working on a new woolen and knitwear for the U.S. for nearly two years.	
12. Al-Karam	76
Began bedding, cut-and-sew and, upgrading machinery in the third last year's report, expanded business in bed linen, fabric and home furnishings.	

13. Arzoo Textile Mills 60

U.S. has downgraded export market for the maker of fabric, clothing and other textiles, accounting for an average of 60 percent of exports since 1997.

14. Al-Abid Silk Mills 49

Pakistan's import of cottons, window, kitchen and home linens, and bath towels, according to the U.S. since the late 1990s.

Values are in millions of U.S. dollars. HTF research.

not clear some of the obstacles executives in Pakistan see as potentially limiting their growth.

The U.S. State Department's travel advisory against non-essential travel to Pakistan continues to keep away many potential buyers from the United States, mill executives said. So have certain U.S. corporate insurance policies that require a higher premium when their holders travel to countries on the official Travel Warning list.

Although Pakistan's mill executives travel to meet clients in their U.S. offices or at mid-points such as Dubai, some believe their dealings would be strengthened if customers were able to tour the factories firsthand.

"Exposure is very important," said Iqbal Ebrahim, director of Al Karam Textile Mills Ltd. and Orient Textile Mills Ltd. "Customers need to come see for themselves."

Some executives anticipate that because of the U.S. government's ties with Pakistan's President Pervez Musharraf in anti-terrorist efforts, travel advisories may be pulled off certain portions of Pakistan later this year — particularly cities such as Karachi and Lahore that are vital to business and trade.

Another issue looming large for manufacturers is Europe's imposition of anti-dumping duties on bed linen from Pak-

an, an additional 12 percent duty under Europe's GSP standard on top of 13.1 percent in existing anti-dumping duties.

The tightening access to the European market — which absorbs 19 percent of Pakistan's textiles exports — raises the stakes for market access elsewhere. The U.S. market already takes in 24 percent of Pakistan's textiles exports, making it the country's largest offshore market.

With competition rising in the East from China, Pakistan has laid plans to incubate trade in specialized zones.

The country is in the process of developing a 1,250-acre Textile City in the Port Qasim area roughly 25 miles outside Karachi, the first of three such textiles cities on the boards. The other two are scheduled to be developed in Lahore and Faisalabad.

Developed as a public/private partnerships, the cities will serve as exclusive textiles export zones with multiple dyeing and processing units as well as testing laboratories.

containers)

For Pakistan's largest mills — many of which have been exporting to the United States for several years — there is some pressure from U.S. customers to establish distribution centers either in Pakistan or in the States, according to Magd Sadr, manager of marketing, Yunus Group.

"Before, the customer depended on the importer because the importer had the warehousing. Now, they would like us to handle the warehousing if possible," he said.

Yunus, in the meantime, plans to expand its capacities this year by up to 35 percent in both its processing and cut-and-sew divisions, he said.

For Nishat (Chunian) Ltd., which has opened a U.S. office in South Carolina, the key to propelling growth will be leveraging technologies it has developed for previous products, including anti-bacterial and anti-fungal sheeting. Other innovations include the use of milk, soybean and silver fiber in sheeting fabric. **WTT**



4. Nishat Mills	256
Pursuing a key-customer strategy to pursue growth; also investing in new machinery.	
5. Nishat Textiles	175
Established a key-customer strategy to pursue growth; also investing in new machinery.	
6. Fatima Group	114
Consists of Reliance Weaving Mills and Fatah Cloth Mills.	
7. Gulistan Textiles	175
Produces a wide range of fabrics, including a variety of bed linens, and is a provider of services to other textile mills.	
8. Nishat (Chunian) Limited	112
Opened a marketing office in South Carolina to boost U.S. business, which amounted to \$61 million in 2004. Adding capacity.	
9. Afruz Textile Mills	100
Export business of bed linens and other fabrics. Nearly 40 percent sales go to the U.S.	
10. Chornab	105
Vertically integrated bedding producer (also owns a garment division); the mill is also pursuing the high-tech textiles business.	
11. Bismillah	80
Has been reporting bedding, which has increased to \$65.85 for nearly 14 years.	
12. Al-Karam	76
Began building out capacity and upgrading machinery more than three years ago to expand business in bedding, linen and tented product.	
13. Jango Textile Mills	68
Has been the largest export mill in the country for an average of 10 years.	
14. Al-Abid Silk Mills	49
Produces broad line of bedding, window, kitchen and table linens, and has been exporting to the U.S. since the late 1990s.	

*Sales are based on 2004 only

Source: WTT research

nctex.com

Fax: (92) 42-587-8696-7

Contact

Mr. Shahzad Saleem - Managing Director

Shahzad@nctex.com

USA Address

Mr. Yanya Saleem - Director
ys@nctex.com

Nishat Chunian Limited

201 S. Craggmore Dr.
 Salem, SC 29678
 Tel: (864) 944-5061
 Fax: (864) 944-5018

USA Contact

Mr. Gordon East
eastg@bellsouth.net

Nishat Mills Limited

Industry Classification(s):
 Spinner, Manufacturer,
 Weaver
 Member Since: 2002
 Licensed Products: **Yarns,
 Fabrics**

nishatmillsltd.com

Supima Fabric Library

Address

Nishatabad
 Faisalabad - 38600
 Pakistan
 Tel: (92) 41-8754809-16
 Fax: (92) 41-8753135

Contact

Mr. Umer Mansha - CEO
nishat@fsd.comsats.net.pk

Mr. Maqsood Ahmed, General Mgr.,
 Sales
maqsood@nishatmills.com

Mr. Asif Malik, General Manager Exports
asifmalik@nishatmills.com

Supima Fabric Library

Nisshinbo Industries, Inc.

Industry Classification(s):
 Knitter, Spinner, Weaver
 Member Since: 1988
 Licensed Products: **Fabrics
 (Knit), Fabrics (Woven)**

nisshinbo.co.jp

Address

2-4-2, Kujayuhoji-Machi, Chuo-ku
 Osaka 541-0057
 Japan
 Tel: (81) 66-267-3551
 Fax: (81) 66-267-5674

Contact

Mr. Masashi Shinagawa - Director
shinagawamasashi@nisshinbo.co.jp

Mr. Yoshikazu Sashima, President

Mr. Yasuo Takemuchi, Executive Director



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Licensee

Contact

N. P. Spinning Mills Ltd.

Industry Classification(s):
Spinner
Member Since: 2000
Licensed Products: Yarns

npgroup.org

Address

702, Uni-Tower
J.I. Chundrigar Road
Karachi,
Pakistan
Tel: (92) 21-241 7975
Fax: (92) 21-241-4896

Contact

Mr. Hamid Rehman - Managing Director
nps@fascom.com

Nahar Spinning Mills Limited

Industry Classification(s):
Designer, Knitter
Manufacturer, Spinner
Member Since: 2001
Licensed Products: Yarns,
Apparel (Knit)
Licensed Brands: Monte
Carlo

ownnahar.com

Supima Fabric Library

Address

Nahar Tower 375, Industrial Area A
Ludhiana, 141 003
India
Tel: (91) 161-2600701 705
Fax: (91) 161 2601956

Contact

Mr. G. S. Dhiman - Director
gsdhirman@ownnahar.com

Nice Dyeing Factory Ltd. (subsidiary of

Supima Fabric Library

Texwinca Holdings)

Industry Classification(s):
 Knitter
 Member Since: 2004
 Licensed Products: **Fabrics**
 (Knit)

texwinca.com

Address

16/F Metrop'laza, Tower II
 223 Hing Fong Road
 Kwai Chung, N.T.,
 Hong Kong
 Tel: (852) 2610-7122
 Fax: (852) 2233-1105

Contact

Mr. Poon Kwan Chak, Executive
 Director
kwai@texwinca.com

Ms. Tracey Liu, Secretary
traceyliu@texwinca.com

Ningbo Bridge Imp. & Exp. Co., Ltd.

Industry Classification(s):
 Manufacturer
 Member Since: 2005
 Licensed Products: **Shirts**
 (Knit)
 Licensed Brands: **Hush**
Puppies

bridgegroup.cn

Address

No. 668 Baizhang East Road
 Ningbo, 315040
 China
 Tel: (86) 574-87849012
 Fax: (86) 574-87849013

Contact

Mr. Mao Xianping - General Manager
elva801102@yahoo.com.cn

Mr. Zheng Yi, Assistant
elva_zys@163.com

Supima Fabric Library

Ningbo Bros. Textile Co., Ltd.

Industry Classification(s):
 Spinner
 Member Since: 2004
 Licensed Products: **Yarns**
 Licensed Brands: **BROS**

bros.com.hk

Address

Industrial Zone, Diting Zhen, Yuyao City
 Zhejiang Province
 Ningbo, 315490
 China
 Tel: (86) 574-87290859
 Fax: (86) 574-87149704

Contact

Mr. Wu San Yeung - Director
ywx@brosyarn.com

Mr. Steven Jiang, Raw Material
 Procurement Dept.
isp@brosyarn.com

Mr. Patrick L
patrick@bros.com.hk

mail@brosyarn.com

Ningbo Sunrise Textile Dyeing & Finishing Co., Ltd.

Industry Classification(s)
Manufacturer, Spinner,
Weaver
Member Since: 2004
Licensed Products: **Fabrics
(Shirting)**

youngor-sunrise.com

Address

No. 1, West Section of Yinxian Rd.,
Ningbo
Zhejiang, 315153
China
Tel: (86) 574-87425767
Fax: (86) 574-88253301

Contact

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yub@youngor-sunrise.com

Mr. Alex Gao, President
alex_gao@youngor.com.cn

USA Address

Ms. Kelly Zhao - Sales Manager
zhaok@youngor-sunrise.com

Prominent USA LLC

1411 Broadway, 35th Fl
New York, NY 10018
Tel: (212) 512-0887
Fax:

USA Contact

Matsuo Toshihiro
toshihiro.matsuo@prominentusa.com

Ningbo Zhonghui Textiles Co., Ltd.

Industry Classification(s)
Spinner
Member Since: 2003
Licensed Products: **Yarns**

tradeeasy.com/china/nbzhh

Address

292 Daximen Rd
Ningbo Zhenhai
Ningbo, 315200
China
Tel: (86) 574-86264268
Fax: (86) 574-86264207

Contact

Mr. Yang Yong - Sales Manager
yyong@nbzhh.com

Mr. Fangong Jin, Vice G. Manager
zzh@public.nbptt.zj.cn

Nishat Chunian Limited

Industry Classification(s)
Spinner, Weaver
Member Since: 2001
Licensed Products: **Yarns,
Fabrics (Woven)**

Supima Fabric Library

Address

31-Q, Gulberg II
Lahore 54660
Pakistan
Tel: (92) 42-576-1730-9

iakeuchiya@nisshinbo.co.jp

Mr. Yasushi Watanabe, Mgr. Raw
Materials Section
watanabeyasushi@nisshinbo.co.jp

Nordstrom

Industry Classification(s):
Retailer
Member Since: 2005
Licensed Products:
**Underwear, Sleepwear
(Men's), Intimate Apparel**

nordstrom.com

Address

1617 Sixth Ave., Ste. 1000
Seattle, WA 98101
U.S.A.
Tel: (206) 373-5000
Fax: (206) 373-5609

Contact

Mrs. Kelly Sparks - VP-Finance of
Nordstrom Product Group
kelly.sparks@nordstrom.com

Ms. Melody Smith, Admin. Asst.
melody.smith@nordstrom.com

Mr. Jim O'Neal, President Nordstrom
Product Group

Nova Knits Inc.

Industry Classification(s):
Knitter, Manufacturer
Member Since: 2005
Licensed Products:
Sweaters

Address

645 Harrison St., 4th Fl.
San Francisco, CA 94107
U.S.A.
Tel: (415) 543-3328
Fax: (415) 957-0822

Contact

Ms. Alice Mak - Senior Vice President
alicemak@novaknits.com

Ms. Francis Lam, Production Assistant
francislam@novaknits.com

Rec'd: 1/12/06

Supima, 4141 E. Broadway, Phoenix, AZ 85042 (602) 437-3881 Fax: (602) 437-0145, info@supima.com

EXHIBIT 'C'

NISHAT MILLS LIMITED

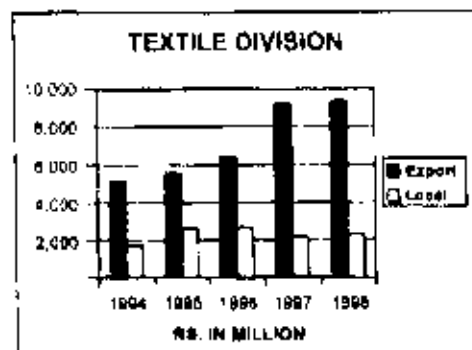
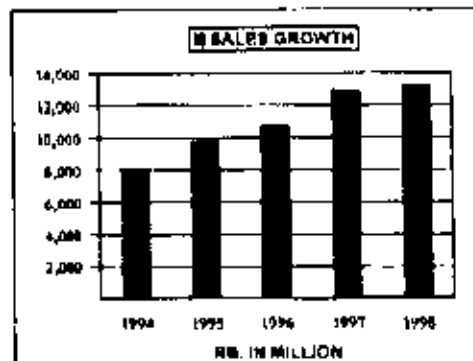
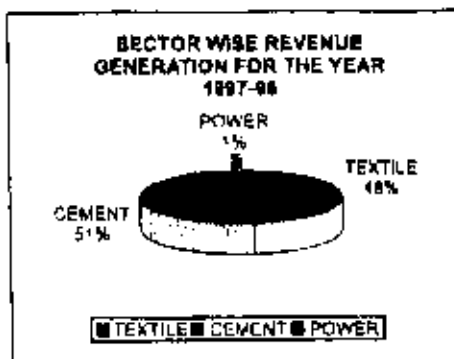
NISHAT GROUP
Corporate Profile

— GROUP PERFORMANCE

Playing a pivotal role in the private sector, Nishat Group ranks among the top five business houses in Pakistan in terms of sales and assets.

Leadership from within is the vital link in our team work and our open and decentralised management structure helps us in making quick decisions, so vital to remain competitive in our businesses. Our team is proud of its achievements and we work together to maintain high standards of quality and service. As a responsible corporate citizen, we continually strive for beneficial partnerships with the communities in which we operate.

Our vision of tomorrow is a better quality of life for the people of Pakistan.



NISHAT CHUNIAN LIMITED

SPINNING

Nishat Chunian Limited (NCL) , was established in 1990 and today, has the capacity of producing 100% coarse carded cotton yarn counts through 19,200 spindles. The mill is located at 49th KM on the Lahore-Multan road and is listed in the Karachi and Lahore bourses.

This mill is equipped with the latest spinning machinery supplied by renowned Japanese, German and Swiss suppliers. The production facilities are enhanced further through the installation of Trutzchler DK-803 cards in 1998 which has further helped improve the yarn quality. NCL specializes in the production of coarse and carded yarns, mainly used in denim and knitted fabric. Another factor contributing to the success of NCL is its capability in producing slub and plied yarns. Australian cotton, which can be guaranteed as 100% contamination free is also being used in yarn production.

Through the exceptionally good quality and large variety of yarn, NCL has been earning satisfactory profits. In short, NCL offers its customers more innovation and an improved service with a high standard of quality products at competitive prices to be enabled to compete in an ever growing open market. NCL has been awarded the ISO 9002 certification and sticks to a strict quality policy.

PRODUCT RANGE

100% Cotton Carded
From Ne 6/1-Ne 20/1
From Ne 6/2-Ne 30/2
All double yarns are 100 % Knorless and auto-spliced
100 % Cotton Carded Slub Yarn
From Ne 6/1-Ne 30/1
Or as per specifications



WEAVING

In 1998 NCL diversified its business interests by venturing into a weaving project. The weaving capacity comprises of 128 state of the art Picanol Omni air jet looms. The mill has been set up within a distance of two kilometers from the existing spinning unit. The entire project has been funded by a combination of internal generation and term loans obtained from ABN Amro Bank NV and Citibank N.A.

Picanol looms are known for their flexibility and easy manageability. The weaving productivity is high and the change over time relatively less which means higher efficiency and less work load for the workers. The machines are also equipped with batching motions for economical production of longer piece lengths and dobby attachments for various designs.

The fabric is being made from ring spun yarn, both coarse and fine counts manufactured in our spinning divisions, UPL 1 & 2, and NCL Spinning. This provides us with the advantage of ensuring exceptional quality right from the beginning.

Owing to it's excellent quality, the fabric is currently being exported to high end users in USA, Europe and Far East. The fabric is then used for apparel, sheeting and home furnishing purposes. NCL weaving has also concentrated on special dobby items in various widths which has given it an edge over the regular items currently being exported from Pakistan.

NCL weaving has acquired a commendable name for itself around the world, in a short span of one year due to its commitment to quality and superior service. Employing over 500 people, NCL weaving is committed to provide high employee motivation and excellent working standards. Communication is encouraged at all levels that leads to commitment and also provides basis for outstanding team work. The management consists of hard working professionals who are constantly striving to improve the system.

NISHAT (CHUNIAN) LIMITED FINANCIAL PERFORMANCE						
All figures in Rs. '000	1993	1994	1995	1996	1997	1998
SALES	319,787	663,261	838,915	971,188	1,311,536	1,348,351
PRETAX PROFIT	11,491	68,578	6,801	37,150	33,021	63,221
NET PROFIT	11,491	58,346	1,578	31,481	45,238	51,610
ISSUED CAPITAL	100,000	120,000	144,000	144,000	144,000	144,000
TOTAL ASSETS	308,044	523,433	501,457	515,415	483,357	1,278,910

Commitment



"No matter how many million yards we produce, the greatest asset of Nishat is in the promises we keep."

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istan

EXHIBIT 'D'

NISHAT (CHUNIAN) LIMITED



Mr. M. Wagh Director
Gateway Overseas, Inc.
377-Rector Place, Suite 2C,
New York, NY 10780
U.S.A.

28th, February, 2000**SUBJECT: COMMISSION AGREEMENT**

Dear Mr. Wagh,

We agree to pay you a commission of three percent of each and every order given to us by the buyers introduced by you. In this regard we are pleased to confirm our dealing with Westpoint Stevens and their worldwide offices will be through your good office. Each buyer introduced by you should be informed to us in writing and our written consent should be obtained for dealing with such buyers.

The said commission will be paid to you within 15 days from the date of receipt of payment made by the buyer. A clause for remittance of such commission may be added in the L/C to be opened by the buyer.

This agreement will be governed by the laws of the State of New York, U.S.A.

Thanks & Regards,

Shahzad Saleem
Director

Exhibit A